

RESOLUTION NO. CR-35-95

A RESOLUTION TO AUTHORIZE THE MAYOR TO ENTER  
INTO AN AGREEMENT WITH THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
LOCAL 1116 - OHIO COUNCIL 8, AFL-CIO

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WHEREAS, the present agreement with the American Federation of State, County and Municipal Employees, Local 1116 Ohio Council 8, AFL-CIO, expired on April 20, 1995; and

WHEREAS, negotiations between the City and this labor union have been transpiring for the past two months; and

WHEREAS, the AFSCME Union ratified the contract on April 12, 1995; and

WHEREAS, an agreement between the parties has been reached and is attached hereto as Exhibit "A".

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Mayor is hereby authorized to enter into a new three year labor agreement with AFSCME, Local 1116 - Ohio Council 8, AFL-CIO, beginning April 21, 1995 and ending April 20, 1998.

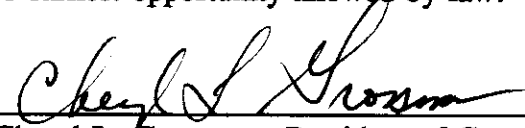
SECTION 2. The attached Exhibit "A" is hereby approved and made a part hereof.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

Passed: 5-1-95  
Effective: 5-1-95

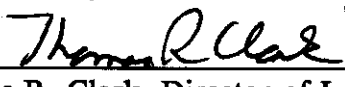
Attest:

I Certify that this resolution is correct as to form.

  
Cheryl L. Grossman, President of Council

  
Richard L. Stage, Mayor

  
Tami K. Kelly, Clerk of Council

  
Thomas R. Clark, Director of Law

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AGREEMENT BETWEEN THE CITY OF GROVE CITY AND  
LOCAL 1116, OHIO COUNCIL 8  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO

## ARTICLE 1 AGREEMENT

This contract is made and entered into this \_\_\_\_ day of April, 1995 between the City of Grove City, hereinafter referred to as the "Employer", and Local 1116, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

## ARTICLE 2 RECOGNITION

In accordance with certification of the State Employment Relations Board, Case No. 85-RC-04-3363, the Employer recognizes the Union as the sole and exclusive collective bargaining agent for wages, hours, terms, and other conditions of employment, for service, clerical, and maintenance employees of Grove City including Account Clerk I, Account Clerk II, Clerk Typist, Record Clerk, Service Technician, and excluding all sworn Police Officers and Communications Specialists in the Police Department, casual and seasonal employees, technical employees, management level employees, confidential employees, and supervisors as defined in Chapter 4117 of the Ohio Revised Code.

## ARTICLE 3 MANAGEMENT RIGHTS

Section 1. Except as specifically limited by the terms and provisions of this Agreement, the Employer and the City Administrator shall retain all rights, powers, and authorities vested in

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Agreement, they shall only be modified or limited to the extent specifically provided therein.

#### ARTICLE 4 PROBATIONARY PERIOD

Newly hired employees are required to successfully complete a 120-day probationary period beginning on the first day for which an employee receives compensation from Grove City. Probationary employees are not subject to the terms of this Agreement.

#### ARTICLE 5 DUES CHECKOFF

Section 1. The Employer agrees to deduct the uniform monthly dues from the wages of all employees covered by this Agreement who become or are Union members; provided, however, that such employee shall first have signed a written "Authorization for Payroll Deductions of Union Dues" (copy attached to this Agreement as Appendix A), in accordance with state law and given the authorization to the Employer for such deduction. It is understood that any such authorization may be revoked by said employees at any time upon the giving of a 10-day written notice to the Employer and to the Union.

Section 2. Union dues deduction shall be made in each pay period of each month. The total amount of dues deducted will be submitted to the Comptroller of Ohio Council 8 AFSCME, 6800 North High Street, Worthington, Ohio 43085, within ten (10) days following the second pay period in each month, accompanied by a

it prior to the date of this Agreement, regardless of whether such rights have been exercised in the past.

Section 2. The rights, powers, and authorities mentioned in Section 1 above shall include, but shall not be confined to, the following:

- A. The right to manage and control the business and operation of the city and to determine all locations for city facilities and equipment, the equipment to be used, the processes, techniques, methods, and means to be used in servicing the city, the right to determine all schedules, schedules of events, assignments of employees, including overtime, and the right to establish and maintain standards of quality and workmanship, to establish, maintain and amend occupational classifications, to establish working rules and regulations, to layoff and recall employees whenever necessary, to determine the size and composition of the work force including the right to relieve employees from duty or to abolish positions.
- B. The power to establish rules and regulations governing all employees, the administration of the city, use of city property, attendance at meetings and the compensation and reimbursement of expenses therefore.
- C. The authority to manage and direct its employees, to select, hire, rehire, promote, assign, and reassign employees, to maintain discipline and efficiency, discharge employees, and to determine shift schedules.
- D. All rights, powers, and authorities granted at any time to the City of Grove City and City Administrator by the laws of the State of Ohio, as well as such rights, powers, and authorities which can reasonably be inferred therefrom, except as specifically limited by the terms of this Agreement.

Section 3. Where the rights, powers, and authorities itemized above are modified or limited by the terms and provisions of this

deduction of Union imposed special fines, assessments, initiation fees or other non-uniformly applied charges levied upon members.

#### ARTICLE 6 UNION REPRESENTATION

Section 1. Employees selected by the Union to act as Union Representatives for the purpose of processing grievances and attending hearings shall be known as "Stewards." The Employer shall recognize three Stewards, with the President acting as one of the three Stewards.

Stewards shall not process grievances during working hours except in emergency situations. A Steward having an individual grievance in connection with his own work may ask for a Union Representative to assist him in adjusting the grievance with his supervisor.

Section 2. Nonemployee representatives of the Union may enter the premises of any operation of the Employer upon request to the City Administrator or his designee, for the purposes of ascertaining whether or not this contract is being observed and attending meetings at Step Three (3) of the Grievance Procedure. Such visit(s) shall be made by appointment with the City Administrator or his designee.

The Union shall furnish the Employer with a written list of the names of the Union President, Vice President, Recording Secretary, Treasurer, and Stewards, (indicating locations to which



computer printout showing each employee and the amount of dues deducted. The Employer shall also send a list of employees whose names have been omitted and reasons for omission. It is expressly understood that although dues are to be deducted from each pay, they shall be remitted to the Union only once a month.

Section 3. The Union shall notify the Employer in writing of any increase in the current dues being deducted in accordance with the Union's Constitution and Bylaws. Such increase of dues shall be deducted in the second pay period of the month following notification of any increase in dues.

Section 4. Subject to the requirements of state and federal law, all employees who do not become members in good standing of the Union shall, as a condition of employment, pay a fair share fee to the Union effective on the 61st day after the employee's date of hire. The bi-weekly fair share fee amount shall be included in the amounts submitted in Section 2 above. The deduction of the fair share fee from the earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Section 5. Ohio Council 8, AFSCME and Local 1116 herewith agree to indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability or reprisal that may or shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any provision of this Article. Further, it is expressly understood that in no event will the Employer be expected to comply with the

## ARTICLE 7 LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, once every six months, on a mutually agreeable day and time, the City Administrator shall meet with not more than two (2) employee representatives of the Union and one (1) representative of AFSCME Ohio Council 8 to discuss those matters addressed in Section 2 of this Article. Additional representatives may attend by mutual, advance agreement.

Section 2. An agenda will be furnished at least five working days in advance of a labor/management meeting by whoever requests such meeting. The purpose of such meeting shall be to:

- (a) Discuss administration of this Agreement.
- (b) Disseminate general information of interest to the parties.
- (c) Discuss ways to increase productivity and improve efficiency.
- (d) Discuss other matters mutually agreed to by the parties.

Section 3. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible. Labor/management meetings are not negotiation sessions and cannot alter or amend this Agreement.

each Steward is assigned). Further, the Union shall promptly notify the Employer in writing of any changes therein.

Section 3. Stewards and Union officers shall adhere to the following procedure in processing grievances and in carrying out all other functions of their offices:

(a) Except in emergency situations, all grievances shall be processed outside of working hours. The City Administrator shall have the discretion to permit grievance meetings during working hours in which case there shall be no loss of pay. If such meetings are held outside of working hours these shall be scheduled by mutual agreement.

(b) An employee having a grievance as defined herein shall notify his immediate supervisor and may request him to call his Steward. If necessary, the supervisor shall make arrangements to have the Steward available when processing the grievance.

(c) When it is necessary for a Steward to enter a department (or section of a department) supervised by a supervisor other than his own, he shall report first to the supervisor in charge and advise him of the purpose of his being there.

have the right to determine the appropriate discipline and may take more severe action against employees for more severe offenses.

- (a) Oral warning
- (b) Written warning
- (c) Suspension
- (d) Dismissal

An employee may appeal any disciplinary action through the grievance procedure set forth in this contract, however, a grievance relating to an oral or written warning may not be taken to arbitration or appealed beyond Step 2 of the Grievance and Arbitration Procedure, Article 10.

Section 3. An employee shall have the right to inspect his personnel record provided ample notification is given to the Employer. The employee may receive copies of the materials placed in his personnel record, if the employee asks for copies.

Section 4. All employees of the Service Department and Parks Department shall be required to obtain and maintain the appropriate Chauffer Driver's License (CDL) as required by law. Employees who fail to comply with this Section shall at the sole option of the employer either be terminated, which termination is agreed to be for just cause, or reassigned to another position.

#### ARTICLE 10 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The term "grievance" shall mean any dispute between the Employer, an employee or Union concerning the application or interpretation of this contract. A grievance must be

#### ARTICLE 8 NON-DISCRIMINATION

The parties to this contract agree that they shall not discriminate against any person on the basis of race, color, religion, national origin or ancestry, handicap, age, sex, or union activity.

All references to employees in this contract designate both sexes and wherever the male or female gender is used, it shall be understood to include male and/or female employees. The term "employee" shall be defined as a person whose position is included in the bargaining unit except as otherwise provided herein.

#### ARTICLE 9 DISCIPLINARY PROCEDURE

Section 1. An employee shall have the right to be represented by the Union, if requested by the employee, at any disciplinary meeting where the employee is suspended or dismissed.

Section 2. All written reprimands contained in an employee's personnel file shall be removed from employee file after one (1) year if no other reprimands have been received in said year.

All suspensions contained in an employee personnel file shall be removed from employee file after eighteen (18) months if no other suspensions have been received in said eighteen (18) months.

Employees shall be discharged for just cause following such hearing as may be required by law. The Employer agrees to follow the standard schedule of penalties set forth below relating to minor offenses, only when possible, however, the Employer shall

event(s) upon which the grievance is based or else the grievance shall be void. The grievance shall be signed by the employee.

The supervisor shall meet with the employee-grievant and Union Steward within three (3) working days after the grievance is submitted in an attempt to resolve the grievance. The supervisor shall submit an answer in writing to the employee-grievant and Union Steward within three (3) working days after this meeting.

Step II. If the grievance is not satisfactorily settled at Step I, the grievance may be appealed to the City Administrator within three (3) working days after receipt of the Step I answer. The City Administrator shall, within five (5) working days of the receipt of the appeal, meet with the aggrieved employee, the Union President, and any witnesses necessary to arrive at a resolution. The City Administrator shall render his decision in writing within ten (10) working days subsequent to such meeting.

Step III. If the grievance is not satisfactorily settled at Step II, the Union may, within ten (10) calendar days after the receipt of the Step II answer, submit the issue to arbitration. The Union shall notify the American Arbitration Association or the Federal Mediation and Conciliation Service and the Employer at the same time of its intent to appeal the grievance to arbitration. Upon written notice of the Union's intent to arbitrate a grievance, the American Arbitration Association or the Federal Mediation and Conciliation Service shall submit a panel of seven (7) arbitrators to each party and the arbitrator shall then be chosen in accordance

presented under this section within ten (10) working days from the date the grievant knew or should have known of the event(s) upon which the grievance is based. It is expressly understood that this grievance and arbitration procedure is the sole means of settling disputes between the parties, as to the interpretation or application of any provision of this Agreement.

The time limits provided in this Grievance Procedure shall be strictly adhered to as maximums for each grievance to ensure rapid resolution of problems and issues concerned. Where an aggrieved party fails to adhere to the time limits set in this Grievance Procedure, the grievance shall not be entitled to consideration and such grievance or a demand for arbitration shall be forfeited and void. Time limits may be extended only by mutual agreement of all parties concerned.

The written grievance shall state on the grievance form the specific article and section of this contract alleged to have been violated, a brief set of facts, and the relief requested and the date the grievance is filed. If deemed necessary by the Union, an accredited nonemployee representative of the Union may be present at any formal step of this procedure.

Section 2. Each grievance shall be processed in the following manner:

Step I. An employee having a grievance shall present the grievance in writing to the appropriate supervisor within ten (10) days from the date the grievant knew or should have known of the

possible shall notify the Employer in writing that the actions of its members or agents have not been authorized by the Union.

Section 3. The Employer shall have the right to discipline any employee participating in or responsible for any activity prohibited by the provisions of Section 1 of this Article up to and including discharge. Nothing in this Article limits the Employer's other legal remedies in the event of a strike during the term of this Agreement.

#### ARTICLE 12 SENIORITY

Section 1. Seniority shall be an employee's uninterrupted length of continuous service with the City. An employee shall have no seniority for the probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 2. Within thirty (30) days after the signing of the Agreement and every six (6) months thereafter the Employer shall provide the Union with one (1) copy of the current seniority lists. The Union and Employer may meet whenever necessary to correct any errors. Seniority lists shall be made up by job department and shall contain, in order of seniority, the name, and date of hire of each employee.

Section 3. Seniority shall be broken when an employee:

- (a) Quits or resigns;
- (b) Is discharged;



with the then applicable rules. The fees and expenses of the arbitrator shall be borne equally by the parties.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement raised in the grievance, and shall be without power or authority to make any decision:

(a) Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws.

(b) Add to, detract from, alter or modify in any way any provisions of this Agreement.

The written decision of the arbitrator resulting from any arbitration of grievances under this provision shall be binding on the parties.

#### ARTICLE 11 STRIKES AND LOCKOUTS

Section 1. The Union agrees that during the life of this Agreement there shall be no strikes, work stoppages, slow downs, interruptions or delays of work of any nature for any reason whatsoever. The Employer agrees that it will not lockout employees during the life of this Agreement.

Section 2. In the event of any such actions the Union, on receiving notice thereof, shall immediately make every effort to persuade its members to refrain from such action, and as soon as

the Employer, no current employees are qualified, then the Employer shall have the right to fill the job vacancy from outside the bargaining unit. If, in the discretion of the Employer, two or more current employees who bid on a vacancy or new position are qualified, then seniority shall govern.

Section 2. If a current employee is selected for a job vacancy or new position in accordance with Section 1 of this Article, but fails to adequately perform that position after a 60-day qualifying period, then the employee shall be allowed to return to his former position. This section does not impair or affect the ability of the Employer to return a selected employee to his former position at any time during the 60-day qualifying period.

Section 3. An employee who performs the duties of a vacant position while the position is being posted or is selected to fill a vacant position, shall receive the hourly wage for that position for every hour spent performing the duties of the vacant position. However, in no circumstance will such an employee receive a decrease in hourly wage for performing the duties of a vacant position.

Section 4. If the Employer creates a new classification within the departments set forth in Article 14, Layoff and Recall, the Employer agrees to meet and discuss whether such classification shall be included or excluded from the bargaining unit.

(c) Is laid-off for more than a period of twelve (12) consecutive months;

(d) Is absent without leave for three (3) or more workdays unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice is provided;

(e) Fails to report for work when recalled from layoff within ten (10) workdays from the date on which the Employer sends the employee notice by registered mail (to the employee's last known address as shown on the Employer's records) unless satisfactory excuse is shown.

(f) Fails to return to work within one (1) year following an absence resulting from illness or injury, work related or otherwise after the employee has exhausted sick leave and vacation credits.

#### ARTICLE 13 LATERAL TRANSFERS AND PROMOTION

Section 1. When a job vacancy occurs or if new positions are created within the bargaining unit, a notice shall be posted on the bulletin boards for a period of seven (7) calendar days. Each vacancy notice shall specify the hours, location, rate of pay, department, and job duties for each job vacancy. If a current employee wishes to place a bid on the vacant job, he shall do so in writing to the City Administrator during the seven (7) day posting period. The Employer shall attempt to fill a vacancy from bids submitted by current employees, however, if in the discretion of

the layoff, however, such suggestions shall not be construed as negotiations and the Employer shall not be bound by such suggestions.

Section 5. A laid off employee shall have the option for all earned vacation. Employees laid off shall have the first thirty (30) days of insurance premiums paid and shall have the right to convert the group insurance coverage immediately thereafter, at their own expense, for up to six months.

#### ARTICLE 15 WORKDAY/WORKWEEK

Section 1. For all employees in the bargaining unit employed on the effective date of this Agreement, a standard workweek shall consist of either five consecutive 8-hour days or four consecutive 10-hour days, Monday through Friday. For all employees hired after the effective date of this Agreement, the Monday through Friday restriction shall not apply.

Section 2. An employee who reports to work on a regularly scheduled workday without previous notice not to report shall receive a minimum of four (4) hours of work or four (4) hours of pay in lieu thereof at the applicable straight time hourly rate.

Section 3. The Employer shall have discretion to determine an inclement weather day. Employees shall make every effort to report to work. However, if conditions are so hazardous that it is not possible, the employee shall contact his immediate supervisor, who must authorize his absence or late arrival. Those who arrive late

#### ARTICLE 14 LAYOFF AND RECALL

Section 1. In the event it becomes necessary to layoff bargaining unit employees in the Street Department, Sewer Department, Park Department, City Garage, Finance Department, Division of Police and Building Department, the Employer shall layoff employees by departmental seniority with the least senior employee laid off first within job departments.

Section 2. The Employer agrees to give a written 14-day notice to all employees prior to any layoffs indicating the circumstances which make the layoff necessary.

Section 3. Names of employees laid off shall be placed on departmental recall lists in accordance with the above sections of this Article. When positions within a department become available, employees shall be recalled with the employees having the most seniority on the departmental recall list having the first opportunity to be recalled, provided each employee has qualifications to perform the job. Employees shall maintain their seniority and the recall list shall remain active for a period of one year following the layoff. The Employer shall not hire any new employees or contract out laid off employees' services while any employees are on a valid recall list unless all employees laid off have refused the positions of recall.

Section 4. In case a layoff of employees covered by this Agreement is anticipated, the Employer shall notify the Union of impending layoff. The Union may suggest possible alternatives to

Section 3. An employee who is called into work at a time when he is not regularly scheduled shall receive a minimum of three (3) hours call-in-pay under the proper schedule as outlined above.

#### ARTICLE 17 LEAVES OF ABSENCE

##### Section 1. Military Leave.

An employee shall be granted leave with partial pay when ordered to active duty as a member of the Ohio National Guard, U.S. Air Force Reserve, U.S. Army Reserve, U.S. Marine Corps Reserve, U.S. Coast Guard Reserve, U.S. Naval Reserve or other reserves. Such leave shall not exceed 21 calendar days per year when called to active duty and the rate of pay for such leave shall be the employee's regular salary less the amount received as pay for the military service rendered. Typically, use of this section shall be for approximately two-week "summer camps" for members of the reserve components set forth above. An employee may, at the discretion of the City, be granted up to ten additional work days per year for such purposes. An employee shall be allowed to use vacation time to avoid a deduction in his pay for work missed under this section.

The Employer further agrees to comply with all state and federal laws regarding military leave.

will not be docked, up to the time approved and designated by the Employer.

This designation will be made prior to the noon hour of the day designated as inclement. Employees who contact their supervisor, but are unable to get to work, can use vacation time.

#### ARTICLE 16 OVERTIME

Section 1. Employees shall receive time and one-half their regular rate for the following situations:

(a) Hours worked in excess of eight hours in a day in an 8-hour work schedule.

(b) Hours worked in excess of ten hours in a 10-hour work schedule.

(c) Hours worked in excess of forty (40) hours in a week.

(d) Hours worked on the sixth or seventh day of a five day, 8-hour a day workweek, or hours on the fifth, sixth, and seventh days of a four day, 10-hour a day workweek.

Section 2. The Employer shall attempt to distribute overtime equally among employees within a classification. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for purposes of the administration of overtime distribution only.

Section 6. Retention of Seniority

Employees shall retain all seniority rights with the Employer while on leaves of absences which are authorized under this Article of this Agreement. However, employees on a personal leave, medical leave and/or military leave shall not be permitted to exercise their seniority rights until two weeks before they return from leave.

ARTICLE 18 SICK LEAVE

Section 1. Employees shall accumulate sick leave at the rate of 4.6 hours for each completed 80 hours of service. Employees shall have unlimited accumulation of sick leave. Each employee shall furnish a satisfactory, written signed statement to justify the use of sick leave. If medical attention is required, or if an absence lasts longer than three (3) consecutive days, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. The City reserves the right to require any employee to provide a doctor's statement releasing the employee for full duty or the right to send any employee to a City-appointed doctor for examination to evaluate the legitimacy of an absence or the employee's ability to return to work. In the event of a conflict in medical opinions, the employee shall be examined by a third doctor, mutually selected. Falsification of either a written, signed statement or a physician's certificate may be grounds for immediate discharge.



## Section 2. Jury and Witness Duty

An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service and will be compensated for the difference between his regular pay and jury duty pay or witness pay for work absences necessarily caused by the jury duty or witness duty, unless the Employer obtains the employee's release from jury service or witness service. To be eligible for jury duty pay or witness pay, an employee shall turn into the Employer a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received.

## Section 3. Educational Leave

Employees required by the Employer to attend work related classes shall not lose time or pay for attending such classes.

## Section 4. Personal Leave

At the discretion of the Employer, an employee may receive an unpaid personal leave for any personal reasons for a duration of no more than six months. An employee shall request such leave in writing no less than two weeks prior to the requested time frames of the leave.

## Section 5. Medical or Disability Leave

A disabled employee may, at the discretion of the Employer, be granted an unpaid leave for medical reasons after exhaustion of sick leave and vacation credits.

Section 4. Sick leave shall be charged in minimum units of one hour. An employee shall only be charged and paid for sick leave that he has requested. The Employer will furnish each employee with a written statement showing the amount of his accumulated paid sick leave each pay period.

#### ARTICLE 19 HOLIDAYS

Section 1. All bargaining unit employees shall receive the following holidays off with pay:

New Year's Day	First day in January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday in November
Day Following Thanksgiving Day	Fourth Friday in November
Christmas Eve Day	Twenty-fourth day of December
Christmas Day	Twenty-fifth day of December
Employee's Birthday	

Section 2. If any of the above holidays fall on a Sunday, the holiday is observed on the following Monday; if it falls on a Saturday, it is observed on the preceding Friday. If a recognized holiday occurs during an employee's vacation, that day is not charged as vacation used. Employees required to work on a recognized holiday shall receive one and a half times ( $1\frac{1}{2}$ ) their regular rate of pay for all hours worked in addition to their regular compensation.

When an employee is going to be off work using sick leave, they shall call and report off to their immediate supervisor prior to their scheduled starting time. If an employee fails to report off timely, they shall not be able to use sick leave for the absence. Employees shall not accumulate sick leave with pay except for service as an employee with the City of Grove City provided that current employees shall retain their current sick leave.

Section 2. When an employee having one or more years of continuous service with the Employer quits, is laid off, retires, or dies, he shall be entitled to receive pay for one-half of all accumulated sick leave hours in excess of 360 hours, at the employee's current hourly rate. In the event of death, this sick leave accumulation shall be paid to the estate of the employee.

Section 3. An employee may use sick leave only for the following reasons:

(a) Illness or injury of the employee or a member of his immediate family.

(b) Disability arising from pregnancy and/or childbirth and other related conditions.

(c) Death in the immediate family up to a maximum of three days.

(d) Death in the non-immediate family up to a maximum of one day.

For purposes of this section, immediate family shall include spouse, child, stepchild, brother, sister, or parents.

<u>Years of Service</u>	<u>Maximum Accrual of Vacation Hrs.</u>
1 yr. through and including 3 yrs.	240 hours
4 yrs. through & including 8 yrs.	360 hours
9 yrs. through & including 13 yrs.	480 hours
14 yrs. through & including 17 yrs.	600 hours
18 yrs. or more	720 hours

(d) Vacation leave shall be scheduled by the Director of the Department in such a manner as he deems most advantageous for the service and the interest of the Employer. Upon termination of employment with the Employer, an employee shall be entitled to compensation at his then current rate of pay for all lawful accrued and unused vacation leave to his credit at the time of his termination.

Section 2. In case of the death of an employee any earned but unused vacation shall be paid to his beneficiary or his estate.

Section 3. Vacation leave may be requested in one (1) hour increments. Vacation leave is compensated at your current rate of pay.

Section 4. Years of service is defined to be the total of all periods of employment for the City of Grove City only and shall not include time served in any other political subdivision of the State of Ohio, provided that current employees shall remain at their present level in the vacation schedule.

Section 3. In order to receive holiday pay, an employee must work his regularly scheduled shift immediately preceding the holiday and the regularly scheduled shift immediately following the holiday, unless the employee is on vacation.

Section 4. Employees must observe the "Employee's Birthday" holiday either during the year of that birthday or within thirty (30) days following the end of the year of that birthday or the holiday is forfeited.

#### ARTICLE 20 VACATION

Section 1. All bargaining unit employees, after one year of service with the Employer, shall be entitled to the following weeks of vacation with pay annually:

<u>Years of Service</u>	<u>Pd. Vacation Hrs. Per Yr.</u>	<u>Vacation Hrs. Per Pay Period</u>
1 yr. through & including 3 yrs.	80 hrs.	3.0769
4 yrs. through & including 8 yrs.	120 hrs.	4.6153
9 yrs. through & including 13 yrs.	160 hrs.	6.1538
14 yrs. through & including 17 yrs.	200 hrs.	7.6923
18 yrs. or more	240 hrs.	9.2307

(b) Employees who accrue more vacation hours than the maximum number of hours allowed shall receive their regular rate of pay for each hour in excess of the maximum number of hours allowed.

(c) Bargaining unit employees shall be allowed to accrue vacation hours up to a maximum number of hours according to his years of service with the Employer as follows:

be in lieu of contributions to PERS by each such employee. No employee subject to this "pick-up" shall have the option of choosing to receive the statutorily required employee contribution to PERS instead of having it "picked-up" by the City or of being excluded from the "pick-up". The parties agree that the City will not incur any additional costs in the deferment of said federal and state income taxes. Should the rules and regulations of the Internal Revenue Service or PERS change, making this procedure unworkable, the parties agree to return to the former contribution method followed by the City.

#### ARTICLE 22 SAFETY

Section 1. The Union agrees to comply with reasonable safety rules and regulations established by the Employer. Safety is a prime responsibility of both parties. Where necessary, safety equipment shall be provided by the Employer. Reasonable rules shall be established to regulate the use of such equipment.

Section 2. At no time shall any work of an emergency nature involving an element of hazard or danger be performed without a minimum of two (2) persons. The supervisor or person in charge shall have sole authority to determine if such an emergency exists.

#### ARTICLE 23 INSURANCE

The Employer agrees, for the life of this Agreement, to continue to provide the same level of hospitalization, surgical, major medical, dental, vision and life insurance as was in effect at the time of the

## ARTICLE 21 WAGES

The following wage schedules shall apply for the life of this agreement:

		4/21/95	4/21/96	4/21/97
ACCOUNT CLERK I:	STEP 1	8.53	8.87	9.22
	STEP 2	9.42	9.80	10.19
	STEP 3	10.33	10.74	11.17
	STEP 4	11.22	11.67	12.14
	STEP 5	12.13	12.62	13.12
	STEP 6	13.02	13.54	14.08
	STEP 7	13.93	14.49	15.07

		4/21/95	4/21/96	4/21/97
ACCOUNT CLERK II:	STEP 1	9.24	9.61	9.99
	STEP 2	10.34	10.75	11.18
	STEP 3	11.45	11.91	12.39
	STEP 4	12.55	13.05	13.57
	STEP 5	13.67	14.22	14.79
	STEP 6	14.77	15.36	15.97
	STEP 7	15.88	16.52	17.18

		4/21/95	4/21/96	4/21/97
SERVICE TECHNICIAN:	STEP 1	9.38	9.76	10.15
	STEP 2	11.52	11.98	12.46
	STEP 3	11.60	12.06	12.54
	STEP 4	12.70	13.21	13.74
	STEP 5	13.81	14.36	14.93
	STEP 6	14.91	15.51	16.13
	STEP 7	16.03	16.67	17.34

All employees not at top step shall move to the next applicable step on the effective date of each annual increase (April 21) of each year.

Section 2. The full amount of the statutorily required employee contribution to the Public Employee Retirement System ("PERS") shall be withheld from the gross pay of employees, shall be "picked-up" by the City, and shall be designated as public employee contributions and shall

#### ARTICLE 25 MILEAGE ALLOWANCE

When an employee is required to drive his personal vehicle to transact business of the Employer, he shall be reimbursed at a mileage rate of twenty-eight and one-half (28.5¢) per mile.

Parking charges and highway tolls related to business are reimbursed at costs.

#### ARTICLE 26 MEALS AND LODGING

When an employee is on authorized business for the Employer and overnight lodging is required said employee shall be compensated at the rate of twenty-five dollars (\$25.00) for meal pay and lodging arranged and paid by the City.

#### ARTICLE 27 WORK RULES

All existing and future work rules shall be reasonable and apply equally to all employees in the bargaining unit.

#### ARTICLE 28 UNIFORMS

Employees that are required to wear uniforms shall receive \$425 per year paid on or before April 15th. This amount shall increase to \$450 beginning in the second year of this contract and thereafter.



signing of this Agreement. The Employer shall pay a maximum of \$450 per month per employee for all such coverages for the life of this Agreement. It is expressly agreed that the Employer shall bear 50% and the employee shall bear 50% of any and all increases in the cost of such insurance coverages that occur after the effective date of this Agreement. The maximum employee biweekly contribution for family coverage shall not exceed \$75 for the life of this Agreement. Employees who have elected single coverage as of the date this Agreement was signed shall receive a one time cash payment of \$400. These amounts paid by employees will be reduced from the employee's gross salary for tax purposes, so long as permitted by law.

#### ARTICLE 24 SUBCONTRACTING

The Employer shall have the right to subcontract; provided, however, that in the event a decision to subcontract would reduce the number of bargaining unit employees below the level of employees existing at the time of the execution of this Agreement, then, in that situation only, the Employer agrees to notify the Union and allow the Union an opportunity to discuss the subcontracting decision for a period of 45 days before any bargaining unit members are released. Despite these discussions, the Employer shall have the sole discretion to determine whether to subcontract during and after the 45-day period, so long as no bargaining unit members are reduced until the end of the 45-day period.

disorder, the following conditions of this Agreement may automatically be suspended:

(a) Time limits for management or the Union replies on grievances.

(b) Selected work rules and/or agreements and practices relating to the assignment of employees.

Section 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which they [the grievant(s)] had properly progressed.

#### ARTICLE 32 TUITION REIMBURSEMENT

Section 1. Each employee who has one (1) year of continuous City service shall be eligible for a reimbursement of tuition in courses of instruction voluntarily undertaken by him or her. The tuition reimbursement program shall be subject to the following conditions:

(a) All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the City Administrator or his or her designee. All courses are subject to approval by the City Administrator. There must be a correlation between the employee's duties and responsibilities and the courses taken. All scheduled times of courses must be approved by the City Administrator. Any situation which, in the discretion of the City Administrator, would require

#### ARTICLE 29 LONGEVITY

All bargaining unit employees of the Employer, after the completion of five years of service with the Employer, shall receive a longevity bonus in accordance with the schedule set forth below:

<u>Years of Service</u>	<u>Annual Bonus</u>
5 but less than 11	\$475.00
11 but less than 16	700.00
16 or more	775.00

Effective April 21, 1996 and thereafter the following schedule shall apply:

<u>Years of Service</u>	<u>Annual Bonus</u>
5 years through 10 years	\$550.00
11 years through 15 years	750.00
16 years and thereafter	825.00

#### ARTICLE 30 BULLETIN BOARDS

The Employer will provide space for two (2) bulletin boards for exclusive use by the Union. These bulletin boards shall be located in a conspicuous place where they are available to all employees.

One (1) bulletin board shall be located in an agreed upon area in City Hall. One (1) bulletin board shall be located in an agreed upon area in the Service Department.

#### ARTICLE 31 WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Grove City Council, the Legislature, or the Mayor, such as acts of God or civil

(f) The City Administrator is responsible for establishing rules, devising forms, and keeping records for the program.

### ARTICLE 33 SEVERABILITY

Section 1. Should any portion of this Agreement be hereafter determined to be void or unenforceable as the result of any law or court decision or tribunal determination, such determination shall not affect the remainder of the Agreement, the terms and conditions hereof being severable in nature.

The parties hereto agree to recognize and adhere to all laws, state and/or federal, which are required. In the event a law is changed and/or a new law is enacted that could effect this contract, the parties shall meet to negotiate a new Article and/or Section to replace the abrogated Article and/or Section.

### ARTICLE 34 COMPLETE AGREEMENT CLAUSE

Agreements reached between the Employer and the Union during negotiations shall constitute the whole and entire Agreement between the parties concerning any and all matters within the scope of collective bargaining. The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties

an employee's presence on the job shall take complete and final precedence over any time schedule for courses.

(b) Any financial assistance from any governmental or private agency available to an employee, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the employee is eligible for under this Section. If an employee's tuition is fully covered by another governmental or private agency, then the employee is not entitled to payment from the Employer.

(c) Reimbursement for tuition shall be made when the employee satisfactorily completes a course and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution confirming completion of the approved course to the City Administrator. Reimbursement shall be made within sixty (60) days of the date the employee complies with the provisions of this Section.

(d) Reimbursement shall be granted up to a maximum of fifteen hundred dollars (\$1500.00) per year and shall be for reimbursement of tuition costs only. Reimbursement shall not be granted for books and supplies necessary for successful completion of the course.

(e) Any employee participating in the tuition reimbursement program or in the pursuit of a degree program shall be required to stay with the City for the two (2) years following completion of the course work.

APPENDIX A

[Authorization for Payroll Deductions of Union Dues]

after the exercise of that right and opportunity are set forth in the written provisions of the Agreement.

ARTICLE 35 DURATION

This Agreement shall become effective on April 21, 1995 and shall continue in full force and effect until midnight April 20, 1998. Unless either party shall notify the other in writing of a desire to terminate or modify this Agreement no later than ninety (90) calendar days of the date set forth above, this Agreement shall continue in effect in its entirety from year to year after April 20, 1998 and such failure of timely notice shall constitute an absolute and complete waiver of the right to negotiate for the year following such failure.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and year first above written.

For the Employer:

For the Union:

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